INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered i	nto this	day of	, 2007,
by and between the City of Lincoln, Nebraska, a	municipal corp	ooration, he	reinafter referred to as
the "City", and the County of Lancaster, Nebrask	a, a political si	ubdivision o	of the State of
Nebraska, on behalf of the Youth Services Cente	r, hereinafter r	eferred to a	s the "County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et. seq. (Reissue 1997) provides that two or more public agencies may enter into agreement for joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the County presently owns and maintains the Youth Services Center, hereinafter referred to as "YSC," located at 1200 Radcliff, Lincoln, Lancaster County, Nebraska; and

WHEREAS, the City desires that the County assume the safekeeping, care, and sustenance of certain persons held as detainees by the City under the City's lawful authority who are in need of temporary and pretrial detention, or who are sentenced to a period of time at the YSC; and

WHEREAS, the County is willing to perform this service for the City under certain terms and conditions and in consideration of certain amounts to be paid as established to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The County will assume the safekeeping, care, and sustenance of persons held as detainees by the City under the City's lawful authority. Said safekeeping, care, and sustenance shall include food, clothing, shelter, programs and services, recreation, crisis counseling, and necessary staff support. The parties agree that the City shall be responsible for the cost of medical services necessitated by injuries or wounds suffered during the course of apprehension or arrest of any detainee by the Lincoln Police Department, in compliance with applicable state law. The parties further agree that on-going and/or follow-up medical treatment required as a result of injuries or wounds sustained during arrest or apprehension by the Lincoln Police Department, or any complications arising therefrom, shall remain the direct responsibility of the City. Costs billed to the City pursuant to this provision shall not be included in the daily housing rate for purposes of Paragraph 3 hereinafter.

- 2. For purposes of this Agreement, a juvenile shall constitute a City detainee if:
 - (a) The detainee is charged with a violation or violations of the Lincoln Municipal Code;
 - (b) The detainee is sentenced to the YSC by any court to satisfy a sentence for a violation or violations of the Lincoln Municipal Code.
 - (c) The detainee is sentenced for a violation of home detention or probation arising out of a violation or violations of the Lincoln Municipal Code.

If such detention or sentence is based upon a violation or violations of the Nebraska State Statutes, in addition to the Lincoln Municipal Code, the detainee will be considered a County detainee. If the detainee was originally arrested for or charged with a violation or violations of the Nebraska State Statutes, but such charges are thereafter filed as or amended to charges under the Lincoln Municipal Code, then such detainee shall thereafter be considered a City detainee.

3. In consideration of the safe-keeping, care, and sustenance provided by the County, the City shall pay the County a daily housing rate for all City days served in each County fiscal year period. The daily housing rate shall be calculated, following approval of the YSC's current fiscal year budget, as follows:

The current fiscal year's adopted expenditure budget less projected Educational and School Lunch program reimbursement divided by the total care days of juvenile detainees held in custody in the YSC during the previous fiscal year.

This daily housing rate shall be applied to the number of total days served by City juvenile detainees, in quarter-day increments, on a monthly basis. Invoices shall be submitted to the Finance Director of the City of Lincoln each month for the youth(s) released in the previous month, and shall include: a statement identifying each detainee, the name and date of birth of each detainee, the length of stay in quarter-day increments, and any special charges for each detainee as provided in Paragraph 4 below. The charges reflected in the monthly statement shall be paid to the County by the City following verification and approval thereof by the City Finance Director or his or her designated representative. All charges shall be paid by the City within 30 days from the date on which statement is received.

Considering that the above calculation is based on estimated amounts, a further accounting of the housing rate shall be completed following the end of the fiscal year when all figures involved have been actualized. The actualized daily housing rate shall be calculated as follows:

The YSC's fiscal year's total actual expenditures less actual Educational and School Lunch program reimbursement and less any medical expenses paid by the City as outlined in

Paragraph 4(b), divided by the actual care days of juvenile detainees held in custody in the YSC for the fiscal year period.

If the actualized rate is greater than the estimated rate charged to the City during the year, an adjustment will be made by invoicing the City for the difference applied to the total number of City days served during the period.

If the actualized rate is less than the rate charged during the year, the City will receive a credit equal to the difference between the rates, applied to the total number of City days served. This amount will be credited against charges owed by the City on future monthly housing invoices.

For purposes of this section time in custody shall be computed from the time in which the book-in process begins until the time in which the detainee is released or their status as a City detainee ends. The term "quarter day" shall mean a period of six (6) hours.

- 4. In addition to the sum set out in Paragraph 3, above, the City shall pay to the County the following costs:
 - (a) The cost of medical services necessitated by injuries or wounds suffered during the course of apprehension or arrest of any detainee by the Lincoln Police Department, including on-going and/or follow-up medical treatment required as a result of injuries or wounds sustained during arrest or apprehension.
 - (b) The cost of medical care, including medications, required by the detainee while in the custody of the YSC provided that such cost exceeds \$2,500 per detainee. The YSC shall be responsible for routine, on-site medical services, including medications, up to \$2,500 per detainee, as such cost will be included in the daily housing rate.
- 5. The County shall retain exclusive control of the YSC and shall administer detention services in accordance with the Nebraska Juvenile Detention Facility Standards. The County shall afford juvenile detainees of the City the same treatment afforded all other juveniles held at the YSC.
- 6. The YSC reserves the right to refuse a request for admission in the following situations:
 - (a) The County shall not accept youth at the YSC who exhibit signs of alcohol or drug influence sufficient to warrant medical attention.
 - (b) The County shall not accept youth who are in need of medical care that cannot be provided by the staff at the YSC.

- (c) The County shall not accept youth who are a danger to themselves or others due to their current mental health status.
- 7. The County shall furnish all transportation of City detainees to all areas outside the YSC, including transfer to all court appearances, emergency and routine medical, optical, and dental treatment, and other authorized facilities within the City limits, unless other arrangements have been made and agreed upon by both parties.
- 8. At the time of admittance of any detainee, the City shall provide an Order for Immediate Custody or Affidavit of Probable Cause, which is in accordance with the state and federal laws governing the detention of juveniles, within 24 hours of admittance, excluding nonjudicial days.
- 9. The YSC shall maintain all legal documents pertaining the sentences, fines, etc., and shall be responsible for processing all juvenile detainees of the City for release from the YSC.
- 10. Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, juvenile, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
- 11. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
- 12. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County, and in particular, the YSC, shall not be deemed to be employees of the City.

- 13. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 14. This Agreement shall commence upon execution by both parties and continue through and including June 30, 2007. Thereafter, on July 1, 2007, it shall automatically renew for successive periods of one year unless either party provides the other party with written notice of its intention to re-negotiate or terminate the agreement at least ninety (90) days prior to anniversary date of the agreement. If either party gives notice to the other of its intention to re-negotiate, the agreement shall terminate on its anniversary date unless it has been successfully re-negotiated by that date. This Agreement may be amended by written agreement of the parties.
- 15. This agreement supercedes and replaces the previous Interlocal Agreement executed by the County on May 9, 1989 under County Contract No. C-4891, and executed by the City on June 1, 1989, under City Resolution No. A-72826.

Nebras		_ day of			, 2007, by Lancaster County,
				Ву:	Bob Workman, Chair Lancaster County Board of Commissioners
	EXECUTED this	_day of		Ву:	, 2007, by the City of Lincoln. Mayor Coleen Seng
This	ved as to Formday of y County Attorney ARY E. LACEY	_, 2007.	for	Approved as to Form This / 3 day of / / are, 2007. DANA W. ROPER City Attorney	